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**OPERATING PLAN**

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## **1 INTRODUCTION**

This Operating Plan between [Concessioner Name] (hereinafter referred to as the “Concessioner”) and the National Park Service (hereinafter referred to as the “Service”) describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Hot Springs National Park (hereinafter referred to as the “Area”) that are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, will prevail.

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area.

Any revisions shall not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

## **2 MANAGEMENT, ORGANIZATION, AND RESPONSIBILITIES**

### **2.1 Concessioner**

The Concessioner will employ an on-site manager, who carries out the policies and directives of the NPS as well as those of the Concessioner in the operation of the authorized Concession Facilities and Visitor Services in Hot Springs National Park. The Concessioner must designate one representative who has full authority to act as a liaison in all concession matters within Hot Springs National Park.

The on-site manager will employ a staff with the expertise to operate all Visitor Services required and authorized under this Contract and furnish the NPS with an initial list identifying key concession management and supervisory personnel and their job titles, with updates as changes occur.

### **2.2 National Park Service**

The Superintendent manages the total park operation and carries out the policies and directives of the Service, including management of Concessioner operations.

The Superintendent’s Office coordinates the functions of all park divisions relating to concession operations. This office ensures necessary evaluations and inspections are performed, including those required by the Public Health Service (PHS), Park Safety Manager (including fire inspections), and the Concessioner Review Program.

The Administrative Officer reviews and coordinates the Concessioner’s day-to-day activities; operational and maintenance activities; rate, service, and schedule changes; equal employment opportunity and affirmative action plans; advertisements; construction proposals; annual financial reports; insurance coverage; and any other contractual requirements.

## **3 CONCESSION OPERATIONS**

The operation of Concession Facilities, and Visitor Services required and authorized by this Contract will conform to the evaluation standards set forth in current National Park Service Concession guidelines.

### 3.1 Operations Evaluations

All Visitor Services and Concession Facilities will be inspected to:

- Ensure public health and safety
- Ensure that satisfactory services are provided
- Ensure that buildings and equipment are well maintained
- Ensure that employee working conditions are satisfactory

The NPS and the Concessioner will inspect and monitor Concession Facilities and Visitor Services.

The Concessioner will ensure that requirements are adhered to with respect to applicable standards, authorized rates, safety, and public health.

The Concessioner will ensure that impacts to cultural and natural resources are minimized.

The results of the evaluations will be forwarded to the Concessioner by the NPS in a timely manner.

The Concessioner will cooperate with the NPS in scheduling inspections and in accompanying NPS staff if requested.

The Concessioner is required to comply with correction dates or to establish abatement plans to correct deficiencies.

The Concessioner will perform annual interior and exterior fire and safety inspections of all Concession Facilities. Written records, verifying the completion of such inspections, will be maintained by the Concessioner and available to the NPS upon request.

The NPS reserves the right, in accordance with this Contract, to enter the Concessioner Facilities at any reasonable time for any inspection or when otherwise deemed necessary.

### 3.2 Rates

The Concessioner will submit written requests for all rate increases at least forty-five (45) days prior to anticipated implementation date. Requests for rate changes will be processed as expeditiously as possible. Should special conditions require a quicker than normal response, the Concessioner will clearly explain these conditions in writing in the request. Such requests shall include pertinent information about the rate, product or service proposed. This includes but is not limited to: length of service, amenities provided, etc. If the format of the request is unsatisfactory, the Concessioner will be required to resubmit the proposal and the date of submittal will begin upon the receipt of the revised proposal. The Superintendent will advise the Concessioner in writing of approval or disapproval of requested rates and give reasons for failure to approve any rate. A list of current rates for required services is attached as Appendix A to this Plan.

Periodic, unannounced checks will be made by NPS personnel for compliance with approved rate schedules. Requests to examine Concessioner invoice records in connection with these price checks will be made concurrently by the Superintendent.

The Service will approve, disapprove, or adjust rates and will inform the Concessioner of the reason for any disapproval or adjustment within 45 days of the rate request submittal. If the Concessioner requests a

quicker response, the Service will attempt to accommodate this request; however, this will not be normal procedure. If a longer response period is needed, the Service will contact the Concessioner and negotiate a response date.

The Concessioner will prominently post all rates for goods and services provided to the visiting public. Approved rates are to be the maximum charged to the visiting public. Under no circumstances will higher prices be charged.

For gifts and souvenirs, the approved merchandising rate approval method is the Competitive Market Declaration method that allows Concessioners to price merchandise at their own rates. These rates are subject to review, but not approval by the Service. The Superintendent may rescind this method if visitor complaints are frequent because prices are not reasonable.

For bathing and spa services, the approved rate method will be the Direct Comparability Method of similar services, typically the limited review, as there are numerous comparable services in the surrounding community.

Reduced rates for government employees and others. Goods and services may not be provided to government employees or their families without charge or at reduced rates except those that are available to the general public.

### **3.3 Schedule of Operation**

The Concessioner will provide the required and authorized Visitor Services for Hot Springs National Park visitors on a year-round basis. The NPS will give reasonable notice of any schedule changes that it may initiate. The schedule of core operating hours is attached as Appendix B to the Plan.

The Concessioner is authorized to extend the hours of operations beyond the core hours if the visitor need exists. However, the Concessioner is not allowed to reduce the core hours without the prior written approval of the Superintendent except for emergency closures. The Concessioner is responsible for notifying the public of changes in operating hours or periods of closure on the exterior of the building.

Approved Operating Schedules will be posted in conspicuous locations at the place of business and all signs, informational folders, and advertisements will accurately reflect current approved operating schedules.

### **3.4 Staffing and Employment**

The Concessioner will hire and maintain adequate staffing level to provide satisfactory services.

The Concessioner will attempt to offer its employees full-time work whenever possible. Prior to employment, the Concessioner will inform employees of the possibility that less-than-full-time employment may occur during slow periods.

The Concessioner will establish employment policies that include appropriate background reviews of applicants for employment. The Concessioner will not employ any person known to have an outstanding warrant for arrest and will make reasonable efforts to secure this information prior to employing new employees.

The Concessioner will provide the Superintendent's office with a list of all concession employees and will update the list as changes are made. Physical examinations and health cards must be current at all times. Copies of employee health cards will be provided to the Superintendent annually.

**Employee/Staffing Practices:**

- All employees dealing with the general public shall wear personal nametags and project a friendly, helpful, positive attitude.
- Employee uniforms will be in a style that presents a professional spa image. T-shirts and blue jeans will not be appropriate uniform items.
- The Concessioner shall have an affirmative action plan, as required by law, and shall post the plan in the office and work area.

**NPS Employees and Families.** The Concessioner shall not employ in any status a NPS employee, his/her spouse, or minor children of NPS employees without the Superintendent's prior written approval. Employees must submit a written request to the Superintendent. The Concessioner shall not employ in any status the spouse or children of the Superintendent, Deputy Superintendent, Administrative Officer, or any other staff involved in concessions in any way.

**Training Program:**

- The Concessioner will provide employee orientation and training and will inform employees of park regulations and requirements that affect their employment and activities while working in Hot Springs National Park.
- Training for employees will also include information of the history of therapeutic bathing at Hot Springs National Park so that this information can be correctly and accurately provided to visitors. This training will be provided by the NPS and should be scheduled with the Park within 30 days of commencement of employment. Upon completion of this training program, Concessions employees will receive a special "Park Partner" pin to be worn on their uniform shirt.
- The Concessioner will provide adequate, applicable training to each employee prior to job assignments and working with the public. Once fully trained, all Bath Attendants will be required to take a written examination given by the NPS. A certificate will be issued by the Superintendent's office upon successful completion.

**Employment Practices and Conditions:**

- The Concessioner and its employees shall not discriminate against any individual because of race, creed, color, sex, age, national origin, or physical or mental handicap and shall comply with equal opportunity and accessibility standards and requirements.
- The Concessioner shall maintain safe, healthful working conditions and shall comply with all current OSHA rules and regulations.

### **3.5 General Policies**

Concession facilities may not be used for activities or services that do not directly support services authorized by the Concession CONTRACT without permission from the Park.

### **3.6 Insurance**

The Concessioner shall furnish copies of its insurance certificates to the NPS. These certificates must verify that the required insurance coverage is current and represents the amounts and types of insurance specified in the Concession CONTRACT.

### **3.7 Environmental Audit**

The NPS has established a Concession Environmental Audit System to facilitate Concessioner compliance with all applicable environmental requirements; implementation of best management practices; promotion of sound environmental practices; and awareness and accountability for environmental management. The scope of the audit includes applicable federal, state, and local laws and regulations, applicable DOI and NPS policies and regulations, including but not limited to criteria as contained within the current NPS Environmental Audit System Operating Guide and the Concession Environment Audit System, (CEAS) Guide. Audits will be conducted at least every 5 years.

### **3.8 Environmental Management**

The Concessioner will seek ways to develop quality facilities and services. The Concessioner will encourage companies it does business with to provide cleaner technologies and safer alternatives to toxic and hazardous materials.

The Concessioner will incorporate sustainable design practices to the maximum extent possible.

Where feasible and available, the Concessioner will use products or materials that are less toxic and/or use other materials that have additional environmentally preferable attributes.

### **3.9 Plans, Reports, and Inspections**

Preventative maintenance schedules will be developed by the Concessioner to ensure that Concession facilities are properly maintained. An inspection plan will be included that describes the process by which the Concessioner will maintain the facilities and ensure that deferred maintenance items are being corrected in a timely manner.

## **4 SCOPE AND QUALITY OF SERVICE**

All Visitor Services are to be provided in a consistent, quality manner. Service standards provided by the NPS Operational Performance Program are considered service minimums. The Concessioner is expected to make every effort to exceed these standards. The Concessioner shall be responsible for monitoring its operations to assure that quality standards are met.

All vehicular equipment used by the Concessioner will be properly licensed and maintained in a safe operating condition. Federal and state requirements must be complied with.

### **4.1 Vending**

Vending machine beverages will be dispensed in cans or plastic containers only with adequate trash/recycling containers provided for disposal.

Cigarette vending machines will not be placed in the park.

## **5 UTILITY RESPONSIBILITY**

### **5.1 Concessioner**

The Concessioner is responsible for contracting suppliers to provide year-round utility services and making direct payment to these suppliers.

## **5.2 National Park Service**

The NPS will provide thermal water services to the Concessioner's assigned facilities at the prevailing rates.

## **6 RISK MANAGEMENT PROGRAM (SAFETY)**

The Concessioner is responsible for providing a safe and healthful environment for its employees and visitors as outlined in the CONTRACT. The Concessioner will develop a Risk Management Program that will be approved by the NPS in accordance with Occupational Safety and Health Act (OSHA) and NPS guidelines.

The Park will conduct at least one annual comprehensive safety and occupational health evaluation of all operations and facilities in addition to the review of the Concessioner's Risk Management Program. Periodic facilities inspections will also be conducted. Correction dates will be established that the Concessioner is expected to comply with. A copy of all inspections will be furnished to the Concessioner.

The Concessioner shall report any accident involving injury or property damage occurring within the Concession operation promptly to the NPS.

The Concessioner is responsible for taking corrective action to mitigate any safety hazard associated with its operation.

## **7 LOST AND FOUND POLICY**

Each found item shall be tagged and logged, listing the item found, location found, date and time found, and who found it. The item should be stored in an identified location. If an item is not claimed within seven (7) days, it shall be turned over to the park's Chief Ranger's Office or mailed or transmitted to the Park in accordance with the Park's Lost and Found Policy. The NPS will dispose of all items not claimed within thirty (30) days in accordance with current NPS policies.

When possible, the Concessioner shall attempt to identify the ownership of the found item and provide this information to the Service.

## **8 COMPLAINTS**

The NPS will send complaints or comments regarding Concessioner Facilities and Visitor Service to the Concessioner for investigation and response in a timely manner. The Concessioner will provide a response to the Superintendent. A copy of the Service's response will be forwarded to the Concessioner. The Concessioner will also immediately advise the Superintendent of any complaints received by the concession on any aspect of the operation and provide copies of the Concessioner's response to the Superintendent prior to answering the complaint.

In order to initiate valid and responsive visitor comments, the following notice will be prominently posted at all Concessioner service and payment areas:

This service operated by (Name of Concessioner), a concessioner under contract with the U.S. Government and administered by the National Park Service. The concessioner is responsible for conducting these operations in a satisfactory manner. The reasonableness of prices is based on comparability. Prices are approved by the National Park Service based upon prices charged by similar operations outside the Park for similar services with due consideration for appropriate differences in operating conditions.

Please address comments to: Superintendent  
Hot Springs National Park  
101 Reserve Avenue  
Hot Springs, Arkansas 71901

## **9 ADVERTISEMENTS/PUBLIC INFORMATION**

All promotional material must be approved by the Superintendent prior to publication, distribution, broadcast, etc. Advertisements must include a statement that the concessioner is authorized by the NPS, Department of the Interior, to serve the public in Hot Springs National Park. Brochure changes and layout should be submitted to the Superintendent for review at least 30 days prior to the projected need/printing dates. The Superintendent will make every effort to respond to minor changes to brochure texts within 15 days. Longer periods may be required for major projects or where NPS assistance is required to help develop the product. The Concessioner should contact park staff well in advance to establish specific time frames for each project.

When used, advertisements for employment must contain a statement that the Concessioner is an equal opportunity employer.

The Concessioner will post at its place of business any visitor informational materials provided by the Superintendent.

## **10 PROTECTION AND SECURITY**

### **10.1 Visitor Protection**

Visitor protection and law enforcement shall be provided by the NPS.

### **10.2 Fire Protection**

Fire protection is provided by the Hot Springs Fire Department under a cooperative agreement with the Service. The Concessioner has the responsibility to ensure that the building within its assigned area meets Fire and Life Safety Codes and that fire detection and suppression equipment is in good operating conditions at all times. It is also the Concessioner's responsibility to report all structural fires immediately to the fire department and to the NPS.

The Concessioner will conduct and document routine fire drills on Concession facilities as required by the National Fire Prevention Association (NFPA) standards. All employees shall be familiar with evacuation

plans, emergency exits, emergency lighting, and fire reporting procedures. Employee training shall include fire drills.

The NPS is the jurisdiction having authority for all fire codes on federal lands administered by the Park and will conduct periodic inspections.

The Concessioner will develop for approval by the NPS a documented fire plan to include evacuation procedures.

### **10.3 Emergency Medical Care**

The Concessioner is responsible for emergency medical care. Any injury sustained by a visitor or employee in a Concession Facility and/or all medical emergencies will be reported promptly to the NPS Chief Ranger's Office. All employee and/or visitor illness complaints will be promptly reported to the Service through the Chief Ranger's Office so that thorough investigating procedures can be completed as necessary.

### **10.4 Public Health Service**

The Concessioner is responsible for meeting all United States Public Health Service (USPHS) requirements.

The USPHS will conduct periodic public health safety inspections of the Concessioner's facilities and operations, as necessary.

## **11 VOLUNTEERS IN THE PARK (VIP)**

The Concessioner will allow its employees to participate in the Park's Volunteers in the Park (VIP) program.

## **12 SMOKING IN PUBLIC BUILDINGS**

Concession Facilities must comply with Service policy and Department of the Interior guidelines relative to Service areas. Smoking is not allowed in any Concession Facility. The Concessioner will post notices as necessary.

## **13 SIGNS**

The NPS will provide adequate exterior directional and interpretive signs necessary for the convenience and guidance of the public.

The Concessioner will provide and maintain exterior and interior signs of a permanent nature for its operations. These signs shall conform to the NPS sign standards and be appropriate for the purposes intended.

The Concessioner shall request approval from the Superintendent for all signs related to the concession operation.

The Concessioner shall not use handwritten or homemade signs in its operations. However, computer generated signs are acceptable, provided they are to be used only as temporary signs (special prices, new merchandise, etc.), or as temporary replacement signs for vandalized signs.

## **14 ACCESSIBILITY**

The Concessioner shall make reasonable accommodation for visitors with disabilities and comply with the requirements for the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

## **15 MERCHANDISING**

The sale of souvenirs and merchandise serves a mission to provide visitors the opportunity to purchase mementos of the Park and to understand more fully the Park's purpose. These items also provide a means for visitors to take something of their Park experience away with them by purchasing gifts and souvenirs that relate to the Park's resources and educational messages.

The Concessioner will develop a merchandise mission statement based on the Park's interpretive themes. To the greatest extent possible, gift and souvenir items will have an identifiable relationship to Hot Springs National Park, its environs, its natural/cultural history, or other related topics.

Handicraft items representing the Park and Arkansas, regional, natural, and cultural themes will be encouraged and sought; conversely, handicraft items from other regions of the United States are discouraged.

When possible and appropriate, information tags will be attached to sales items in an interpretive/educational effort to illustrate the relationship of the item to one or more of the specific themes.

Gifts and souvenirs representing the desired themes will be sought within a broad price range, providing visitors the opportunity to purchase items from both expensive and inexpensive categories.

The Concessioner has the responsibility to select specific merchandise items that comply with its mission statement and the current concession guidelines. The Park will be careful not to dictate the sale of specific gift items based on individual tastes in gifts and souvenirs.

## **16 REPORTING REQUIREMENTS**

### **16.1 Annual Performance Evaluation**

The Superintendent will prepare the Concessioner's annual performance evaluation during February for the preceding fiscal year.

### **16.2 Incident Reports**

The Concessioner will immediately report the following to Park Protection Rangers:

- Any fatalities or visitor-related incidents
- Property damage estimated to be over \$500

- Employee or visitor injuries requiring first aid treatment
- Any fires
- Any incident that affects Park resources
- Any threats or suspicious behavior
- Thefts of property

### **16.3 Annual Financial Report**

The Annual Financial Report will be completed using the NPS on-line program by 120 days after end of the preceding calendar year.

If gross receipts for the operating year exceed \$1,000,000, the financial report must be audited by an independent certified public accountant and a "Statement of Opinion" filed by the accountant is to be completed. A "Review" of the primary schedules is required by an independent certified public accountant if gross receipts are between \$250,000 and \$1,000,000. The audit or review, whichever is appropriate, should be submitted on-line with the Annual Financial Report.

### **16.4 Tubage Fee**

According to the March 3, 1891 (26 Stat.842) Law, an annual "tubage fee" of \$30 per annum for each bathtub used must be paid to the NPS, as stated below. This fee must also be reported annually on the Annual Financial Report.

*"...at an annual rental of not less than thirty dollars per tub for each tub used in any bathhouse. Said annual rental shall be payable quarterly in advance, at the office of the Government Superintendent of said property, in Hot Springs, Arkansas..."*

**ATTACHMENT A**  
**RATE SCHEDULE**  
**BUCKSTAFF BATHHOUSE**

<b>SERVICE / ITEM</b>	<b>RATE</b>
Bath	\$22.00
Whirlpool	\$2.00
Massage (30 minutes)	\$27.00
Loofa Mitt	\$4.00
Traditional Bath Package	\$55.00
Book Rates:	
6 Baths	\$121.00
7 Baths	\$138.00
12 Baths	\$231.00
14 Baths	\$266.00
18 Baths	\$331.00
6 Massages	\$139.00
7 Massages	\$164.00
12 Massages	\$261.00
14 Massages	\$303.00
18 Massages	\$376.00

RATES APPROVED EFFECTIVE ON OR AFTER JANUARY 1, 2009

/SIGNED/  
Josie Fernandez  
Superintendent

These rates are to remain in effect until written changes (except for rate reduction) are approved by the National Park Service.

**ATTACHMENT B**  
**SCHEDULE OF OPERATING HOURS**

March 1 through November 30:

Monday – Saturday – 7:00 to 11:45 a.m. and 1:30 to 3:00 p.m.  
Sunday – 8:00 a.m. to 1:00 p.m.

December 1 through February 28:

Monday – Friday – 7:00 to 11:45 a.m. and 1:30 to 3:00 p.m.  
Saturday – 7:00 to 11:45 a.m.  
Closed on Sunday

Holiday hours throughout the year are 7:00 to 10:30 a.m.

The facility will be closed on Christmas, New Year's Day, July 4, and Thanksgiving Day.